

DECISION



THE COMPTROLLER GENERAL  
OF THE UNITED STATES  
WASHINGTON, D.C. 20548

FILE: B-192710

DATE: September 13, 1978

MATTER OF: Cabarrus Construction Company, Inc.

DIGEST:

Request by contractor for contract modification to remedy alleged mistake in subcontractor quotation cannot be granted since contracting officer adequately discharged his bid verification duty by calling to bidder's attention possibility of mistake and bidder verified its bid.

The Veterans Administration (VA) has submitted for our decision the Cabarrus Construction Company, Inc. (Cabarrus) request for reformation of contract No. V659C-111 because of a mistake in bid alleged after award. The contract is for renovations to ten nurses stations at the Veterans Administration Hospital, Salisbury, North Carolina.

On bid opening date, March 20, 1978, two bids were received, both of which were higher than the Government's estimate of \$154,242: Cabarrus bid \$179,893 and the other bidder \$234,150. The contracting officer, suspecting a mistake in Cabarrus' offer, called the firm's project manager on the same day and asked whether the submitted bid was correct since there was a difference of about \$54,000 between the two bids received. Cabarrus' project manager stated the submitted bid was correct and this was confirmed in a letter dated March 31, 1978.

The award was made to Cabarrus on March 30, 1978, and notice to proceed was dated April 6, 1978. On May 5, 1978, Cabarrus informed the contracting officer that a subcontractor had made a mistake of approximately \$21,000 involving fixtures for the nurses stations. It is for this amount that Cabarrus is seeking additional compensation.

The general rule applicable to a mistake in bid alleged after award is that the sole responsibility for preparation of a bid rests with the bidder, and where a bidder makes a mistake in bid it must bear the consequences of its mistake unless the mistake is mutual or the contracting officer was on actual or constructive notice of error prior to award. See Pak/Master, Inc., B-183620, July 10, 1975, 5-2 CPD 27. When, as in this case, a bidder is requested to and does verify its bid, the subsequent acceptance of the bid consummates a valid and binding contract. However, proper verification requires that in addition to requesting confirmation of the bid price, the contracting officer must apprise the bidder of the mistake which is suspected and the basis for such suspicion. General Time Corporation, B-180613, July 5, 1974, 74-2 CPD 9.

In the instant case, the contracting officer suspected that there might be an error in Cabarrus' bid since there was a noticeable difference between its bid price and the only other bid. However, it was impossible for the contracting officer to specifically identify the error as being the omission of certain fixtures for the nurses stations since individual items of work were not called out by the solicitation Schedule: the project was bid on a lump-sum basis.

Therefore the contracting officer was not placed on constructive notice of the nature of the error in Cabarrus' bid beyond the noticeable variance between the total bid prices. As a result, the contracting officer adequately discharged his verification duty by directing the attention of Cabarrus to a possible error in its bid. General Time Corporation, supra; C.F. Tyler & Sons, Inc. B-186433, July 7, 1976, 76-2 CPD 16.

Based on the above, we find the acceptance of Cabarrus' bid, after the contracting officer had discharged his bid verification duty, was made in good faith and constituted a valid and binding contract.

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Accordingly, there is no legal basis for granting the relief requested.

*Milton J. Acosta*

Acting Comptroller General  
of the United States